

### **REMARKS/ARGUMENTS**

Claims 15-27 were pending in this application. In this amendment, no claims are cancelled or added and claim 15 is amended. After entry of this amendment, claims 15-27 will remain pending. Applicant submits that the amendments to the claims are supported by the specification as originally filed and therefore introduce no new matter.

In the Office Action, the Examiner rejected all claims under 35 USC §112, ¶1, asserting lack of written description based on the use of the term “server computer” in claim 15. The Examiner also rejected all claims under 35 USC §103(a) asserting obviousness over U.S. Patent Publication No. 2001/0034619 to Sherman (hereinafter “Sherman”) in combination with U.S. Patent Publication No. 2004/0064391 to Lange (hereinafter “Lange”). Each of these rejections are addressed herein.

#### **§112, ¶1 Rejection**

As to the rejection under §112, the Examiner is asserting that the specification, as originally filed, does not provide any support for server computer. Claim 15 recited, among other elements, buying and selling in-force life insurance policies including a server computer, a web-based interface, and a database. The original specification disclosed that “[o]wners of policies, either directly or through agents, who might be willing to sell their policies, register with the online website” in the Abstract, an “internet website containing the database” at ¶[0008], and Fig. 3 shows “a diagram illustrating a home page or first operative page of a website which forms a principal part of the invention”, which one skilled in the relevant art would have recognized, at the time the application was filed (2004), was referring to an implementation that could be embodied in web software running on a web server.

Additional indications can be found in the specification that the inventor had possession of the claimed invention and that such possession would have been recognized by one skilled in the relevant art. For example, in the original specification, ¶[0026] describes how “an Internet website 30 acts as a central clearing house for purchase and sale of in-force life insurance policies...receives information about policies that might be sold by the policy owners 32” as well as providing “access to a PDF file of the medical records as well as an in-force

illustration.” and “parties have pre-arranged memberships with the website 30, and access to the policies in the website’s database, using a password. This provides an efficient and central auction site that brings buyers and sellers directly together.” See also, ¶[0031] “As also reviewed earlier, the website may include a ‘buy it now’ feature, indicated at 42, similar to the auction offerings currently made on the E-Bay internet website.” That statement alone should convey to one skilled in the relevant art that the specification, as filed, is referring to something that runs on a server computer and that the Applicant was aware of server computers that run website software.

Notwithstanding that the above reasons should be sufficient to overcome the rejection under §112, Applicants submit herein amendments to claim 15 to further recite connections between the server computer and the web-based interface.

#### §103(a) Rejection

The claims are allowable over Sherman and Lange, as those references, taken alone or in combination, fail to disclose or suggest each element of any claim. As such, Applicant need not reach the issue of whether the references are indeed prior art or whether they are properly combinable.

To further clarify Applicant’s position, claim 15 is amended.

Sherman is directed to providing additional insurance to already insured persons. There, an already insured party is offered a chance to buy additional insurance (See, Sherman, Abstract). Sherman would have no need for the claimed step of “obtaining, via the web-based interface, financial and medical underwriting information about the in-force policies from their original policy owners, as needed, and storing it in the database for evaluation by the potential buyers” at least because the policies of Sherman – the additional insurance policies – are not “in-force policies” but are policies that might be created if a sale is made. In Sherman’s terminology, a “primary insurance plan” refers to an in-force existing or underlying insurance plan and “secondary insurance plan” refers to an additional insurance plan – i.e., the policy being sold by the Sherman system. See, Sherman, ¶ [0018]. The primary insurance plan is issued by a

primary insurer and the secondary insurance plan is provided by the additional insurance network, wherein the issuer of the secondary insurance plan relies upon issuance of the primary life insurance plan to determine if the offer for the secondary life insurance plan should be extended to the insured party, essentially relying upon the underwriting and medical evaluation performed by the primary insurer to assess the eligibility of the insured party. See, Sherman, ¶ [0022]. As a result, there does not appear to be any disclosure or suggestion in Sherman for obtaining information about the in-force policies from their original policy owners, as needed, and storing it in the database for evaluation by the potential buyers. In Sherman, the insured parties under the primary insurance plan are the *buyers* of the *secondary* insurance plan, not the *sellers* of the *primary* insurance plan.

Lange does not remedy the inadequacies of Sherman. Lange discloses a system and method for creation of Collateralized Life Settlement Obligations (“CLSOs”). In Lange, individual policies are not sold to buyers, but are aggregated so that the group of policies can be collateralized. Thus, Lange also lacks the claimed “obtaining, via the web-based interface, financial and medical underwriting information about the in-force policies from their original policy owners, as needed, and storing it in the database for evaluation by the potential buyers” as well as lacking the claimed “categorizing, by the server computer, the financial and medical underwriting information electronically so as to allow queries on the database, based on one or more category, to create a listing of in-force policies being tracked that are potentially available for sale, by some query criteria, for review by the potential buyers” (emphasis added). Lange’s special purpose vehicle (“SPV”) illustrated in its Fig. 1 contains only policies that have already been sold, so they are presumably not for sale. Instead, a security representing a pool of already-sold policies is what is being sold. See, Lange, Fig. 2. Additional elements are lacking from Sherman and Lange, but the above is sufficient reason for claim 15 to be allowed over the cited references and the rejection of claim 15 under §103(a) is respectfully requested.

Claims 16-27, which depend on claim 15, are also allowable for at least the reasons stated above and for the additional elements that they recite.

**CONCLUSION**

In view of the foregoing, Applicants believe all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.

Further, the Commissioner is hereby authorized to charge any additional fees or credit any overpayment in connection with this paper to Deposit Account No. 20-1430.

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 650-326-2400.

Respectfully submitted,

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